## REQUEST FOR QUALIFICATIONS FOR

#### **CONSULTANT SERVICES**

TO CONDUCT INTERVIEWS, FACILITATE MEETINGS, GATHER FEEDBACK AND DRAFT A STATE BUSINESS PLAN

FOR STATEWIDE FRAMEWORK FUNDING OF GEOGRAPHIC INFORMATION SYSTEMS DATA IN ARKANSAS.

LITTLE ROCK, ARKANSAS

MAY 11, 2009

RFQ # 470-DIS-AGIO

SUBMITTAL DEADLINE: MAY 25, 2009, 4:00 p.m. CDT



#### **Table of Contents**

I.	INTRODUCTION	3
II.	SCOPE OF SERVICES REQUESTED	8
III.	PROPOSED SCHEDULE OF EVENTS	10
IV.	WRITTEN QUALIFICATIONS SUBMISSION GUIDELINES	11
V.	EVALUATION OF RESPONSES AND SELECTION CRITERIA	16
VI.	SELECTION OF CONSULTANTS FOR INTERVIEWS	18
VII.	ORAL PRESENTATIONS AND INTERVIEWS	18
VIII.	SELECTION OF CONSULTANT FOR NEGOTIATIONS	21
Atta	ichment A	

**Terms and Conditions** 

#### I. INTRODUCTION

#### A. General

The Arkansas Geographic Information Office (AGIO) received a Federal Geographic Data Committee (FGDC) Cooperative Agreements Program (CAP) Grant for the Fifty States Initiative. The CAP is an annual program to assist the geospatial data community through funding and other resources in implementing the components of the National Spatial Data Infrastructure (NSDI). This program is open to State, local and Tribal governments, academia, commercial, and non-profit organizations. This program provides small seed grants to initiate sustainable on-going NSDI implementations. The program emphasizes partnerships, collaboration and the leveraging of geospatial resources in achieving its goals. Projects in this category are designed to develop and implement statewide strategic and business plans that will facilitate the coordination of programs, policies, technologies, and resources that enable the coordination, collection, documentation, discovery, distribution, exchange and maintenance of geospatial information in support of the NSDI and the objectives of the Fifty States Initiative Action Plan.

The goal of the Fifty States initiative is that fifty state coordinating councils are in place and routinely contributing to the governance of the NSDI. This includes contributions to, or development of the NSDI. Their involvement must result in tangible improvements to the NSDI that can be measured.

The AGIO acts as the functional arm of the Arkansas State Geographic Information Systems Board. The Board supports economic development and an improved quality of life for Arkansas citizens by providing basic spatial data infrastructure, coordinating geographic information system (GIS) activities, and creating short- and long-term strategies that will result in improved decision making, effective asset management, and reduced costs.

The office carries out the daily objectives of the Board. Major activities include operating the state's GIS platform known as GeoStor, coordinating state GIS data development efforts and educating the public about the benefits of GIS. Currently the AGIO operates as a division of the Arkansas Department of Information Systems. With the passage of ACT 296 of 2009 the Office will be a standalone state agency beginning July 1, 2009.

#### B. Objective

The purpose of this project is to develop a strategic business plan for the development and maintenance of statewide framework GIS data in Arkansas. The project will involve stakeholder input from all corners of the state. The final deliverable will be a written business plan to assist the Arkansas State Land Information Board and the Arkansas Geographic Information Office in meeting its legislative mandate to develop a coordinated GIS for the State.

The consultant must provide a single point of contact.

#### C. Background

The complete text of the grant proposal from the Arkansas Geographic Information Office to the FGDC is included in Attachment A. The proposal provides context for the project.

#### D. Submittal of Statement of Qualifications

Responses to this RFQ must be submitted to the Selection Screening Committee Facilitator identified under section IV. A. 1 of this RFQ on or before the date stipulated.

#### E. Clarifications / Inquiries

Prospective respondents may submit written questions or request for clarifications to the facilitator on or before 4:00 PM CDT on the date shown under section III of this RFQ. Any and all inquiries shall be in writing and will be responded to in writing via email. Oral communications shall not be binding to the Arkansas Department of Information Systems (DIS) and shall not modify the terms, conditions, or specifications of this RFQ or relieve the consultant of any obligations under any contract resulting from this RFQ.

Communication between consultants and AGIO shall be in writing by mail, fax or email. All questions concerning this RFQ should reference the RFQ section and page number. All questions must be submitted no later than the date specified in the SCHEDULE OF EVENTS, section III of this RFQ. Communication concerning this RFQ should follow the requirements set forth in this document and be addressed to:

Mike Hill, Selection Screening Committee Facilitator Arkansas Department of Information Systems (DIS) P.O. Box 3155 Little Rock, Arkansas 72201 501-682-4310 (Fax) mike.a.hill@arkansas.gov

#### Email inquires must have a subject line of: AGIO RFQ Consultant Services

IT IS THE RESPONSIBILITY OF THE CONSULTANT TO INQUIRE ABOUT AND CLARIFY ANY OF THESE RFQ REQUIREMENTS THAT ARE NOT UNDERSTOOD. NO ORAL INQUIRIES WILL BE ACCEPTED.

#### F. Standard Provisions

#### 1. Equal Employment Opportunity Policy

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the consultant's Equal Opportunity Policy prior to issuing a contract award. EO Policies, maybe submitted in electronic format to the following email address: <a href="mailto:eeopolicy.osp@dfa.state.ar.us">eeopolicy.osp@dfa.state.ar.us</a>, and should be submitted as a hard copy accompanying the Statement of Qualifications response. The Office of State Procurement will maintain a file of all consultant EO policies submitted in response to solicitations issued by the office. The submission is a onetime requirement, but consultants are responsible for providing updates or changes to the respective policies and supplying EO policies upon request to other state agencies that must also comply with this statute. Consultants that do not have

an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

#### 2. Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African-American, Hispanic-American, American Indian or Native American, Asian, and Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Consultants unable to include minority-owned businesses as subconsultants "may explain the circumstances preventing minority inclusion".

#### 3. Employment of Illegal Immigrants

Pursuant to Act 157 of 2007, all consultants must certify prior to award of contract that they do not employ or contract with any illegal immigrants in its contract with the state. Consultants shall certify online at:

https://www.ark.org/dfa/immigrant/index.php/disclosure/submit and submit a screen shot of the online form with the RFQ response.

#### 4. Disclosure

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any consultant, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency. The EO 98-04 Disclosure Form may be found at:

http://www.arkansas.gov/dfa/procurement/pro\_eo9804.html and http://www.arkansas.gov/dfa/procurement/documents/contgrantform\_082007.pdf
Failure to comply with this requirement may cause the Statement of Qualifications to be deemed non-responsive and may cause the Statement of Qualifications to be removed from consideration.

#### 5. Reservation

This RFQ does not commit the AGIO to award a contract, to pay costs incurred in the preparation of a RFQ in response to this request, or to procure or contract for items.

#### 6. Terms and Definitions

The following are terms used in this Request for Qualifications which may be referred to by additional reference words or acronyms:

Request for Qualifications: RFQ, Statement of Qualifications

Organization submitting a Response: Firm, Consultant

Firm: as defined for consulting services, is any individual, partnership, corporation, association, or other legal entity permitted by law

Team: a group of professional specialists with expertise in different resources but linked in a common purpose, which collaborate to develop and evaluate alternatives that are high in complexity and have many interdependent subtasks.

Arkansas Department of Information Systems: DIS

Arkansas Geographic Information Office: AGIO

Arkansas State Geographic Information Systems Board: GISB

Arkansas Office of State Procurement: OSP

The AGIO has made every effort possible to use industry-accepted terminology in this RFQ and will attempt to further clarify any point or item in question upon request.

#### 7. Laws

The selected consultant shall agree to abide by all governing laws, ordinances, regulations, and policies for each participating entity in the State of Arkansas. Although not to be considered all inclusive the list includes, the General Accounting and Budgetary Procedures Law, Ark. Code Ann. § 19-4-101 et seq., Arkansas Ethics in Public Contracting Laws, Ark. Code Ann. §19-11-701 et seq., Procurement of Professional and Consultant Services, Ark Code Ann. § 19-11-803, 804, 805, 1001, 1002, 1004, 1005, 1006,1007,1008,1009,1010,1011,1012 et seq., and all applicable laws. The enactment of any state or federal statute or the promulgation of regulations there under after execution of this contract may be reviewed by the state and consultant to determine whether the provisions of the contract require formal modification. Each participating entity shall abide by all laws, etc. If laws are changed by any means to make this Request for Qualifications, any contract or part of the contract resulting from this RFQ not viable, the state and each participating entity and consultant will be held harmless.

#### 8. Choice of Law & Forum

This RFQ and any resulting contract shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising from or related to this RFQ or contract may be brought only before the appropriate forum in Arkansas. This provision shall not be construed to waive sovereign immunity under Article 5, Section 20 of the Arkansas Constitution or other applicable laws, but giving effect to federal laws.

#### 9. Acceptance and Rejection of Statement of Qualifications

AGIO reserves the right to accept submittals of "Statement of Qualifications" and to accept or reject, in part or its entirety, any submittal received as a result of this RFQ if it is in the best interest of AGIO to do so. RFQ submittals may be rejected for one or more of, but not limited to, the following reasons:

- Failure of the consultant to adhere to one or more of the provisions established in this RFQ.
- Failure of the consultant to submit his Statement of Qualifications in the format specified in Section IV.
- Failure of the consultant to submit Statement of Qualifications on or before the deadline established by AGIO as stated on the RFQ cover sheet and in Section IV.
- d. Failure to adhere to any section of this RFQ.
- e. Failure of the consultant to respond to a request for oral or written demonstrations or presentations.
- f. Failure of the consultant to comply with the intent of any statement in this document, which has the word "must", "should", or "shall" in it.

#### 10. Indemnification

The consultant, or any contract resulting from this RFQ, shall agree to indemnify and save the State of Arkansas and AGIO and its participating members harmless from:

- Any claims or losses resulting from services rendered by any sub-consultant, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- b. Any claims or losses to any person or firm injured or damaged by erroneous or negligent acts, including without limitation disregard of federal or state regulations or codes, of the consultant, its officers, employees, or subconsultants in the performance of the contract;
- c. Any claims or losses to any person or firm injured or damaged by the consultant, its officers, employees, or sub-consultants by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or state regulations or codes;
- d. Any failure of the consultant, its officers, employees, or sub-consultants to observe Arkansas laws, including but limited to labor laws and minimum wage laws.

#### 11. Termination of Contract

AGIO reserves the right to terminate in whole or in part any contract resulting from this RFQ, with cause, upon 30 calendar day's written notice to the consultant.

#### a. Causes for Termination by AGIO

The following causes are reasons for termination by AGIO. This list is not to be interpreted as all inclusive:

- AGIO determines that the consultant (or its sub-consultants) has failed to satisfactorily perform its contractual duties and responsibilities;
- Substantial changes in the personnel directly responsible for performing the tasks of the contract;
- Insolvency (however evidenced); if any authorized audit finds the program is ineffective, not cost effective, or a violation of state laws, etc.
- If it is determined that gratuities, bribes, or something voluntarily given in return for a favorable treatment of any kind were offered to or received by any officials or employees of AGIO from any officials, agents, or employees of the consultant; If the consultant has given falsified information or tampered with the RFQ or contract.

#### b. Termination for Convenience by AGIO

AGIO may also terminate any contract resulting from this RFQ for convenience, wherever AGIO shall determine that such termination is in the best interest of AGIO. Such termination may take effect by providing 30 calendar days written notice to the consultant. Consultant shall be entitled to payment for any charges incurred by the consultant through the date of the notice of termination (not the date of actual termination) to the extent that AGIO has funds available to make payment.

#### c. Default and Remedies

Non-performance by the consultant of any requirements or conditions of any contract resulting from this RFQ shall constitute default. Upon default AGIO shall issue a written notice of default to the consultant. The consultant has 15 calendar days to cure said default. If the consultant remains in default during the second 15 calendar days, or if the default is repeated during the term of the contract or any renewal thereof, AGIO may, in its sole discretion, decide to terminate the contract(s) or remaining portions thereof and exercise any remedy provided by law or conditions in the contract(s).

#### d. Non-appropriation

Pursuant to Ark. Code § 19-11-238 AGIO shall terminate any contract resulting from this RFQ at the end of any biennial period when funds have not been appropriated or are otherwise unavailable to continue the contract. AGIO shall provide the consultant written notice that the contract shall terminate in ninety (90) calendar days or at the beginning of the next biennial period, whichever comes first.

AGIO shall notify the consultant by providing written notice. AGIO shall honor outstanding commitments made and approved prior to the termination of the contract and for services satisfactorily performed including fees or obligations agreed to before the termination of the contract.

#### 12. Method of Payment

Invoices for the preceding billing period shall be mailed or submitted electronically to AGIO no later than the 15th day of the month. All invoices must reference the AGIO assigned contract number. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by AGIO of services and receipt of approved invoice. The payment of invoices will be made within 45 days from receipt of invoice. Invoices must be sent to the following address:

Arkansas Geographic Information Office 1 Capitol Mall 3B201 Little Rock, Arkansas 72201

#### 13. Incurred Costs

AGIO is not liable for any cost incurred by the firm or consultant in replying to this RFQ.

#### II. SCOPE OF SERVICES REQUESTED

- A. The selected firm will provide consulting services including but not limited to the following activities and performance criteria:
  - 1. Attend project kick off meeting at Arkansas Geographic Information Office with Executive Team July 21<sup>st</sup> 23<sup>rd</sup>, 2009 (anticipated dates).
  - 2. Review Historical Documents of Significance:

1994 Mapping and Land Records Modernization Advisory Board Report

2006 FGDC Report on Governance authored by Lea Shanley

2000 Board Strategic Plan

2007 Report to Assessment Coordination Department authored by Bob Gloudemans

2008 Legislative Tax Handbook

(NOTE: Documents will be provided directly to the consultant.)

- 3. Project Tasks
  - Review Draft Kick off Meeting Agenda July 21<sup>st</sup> 23<sup>rd</sup>, 2009
  - Review Scope of Work
  - Review Schedule
  - Interview Executive Team to Establish Historical Perspective on Statewide GIS

- Discuss the strategy of a two-pronged approach for the business plan development that engages key leaders one-on-one and engages stake holders in the regional forums.
- Discuss assumptions on how state leaders perceive GIS and statewide GIS funding (e.g. Do state leaders understand how GIS is funded? Do leaders understand that not all data has been developed? Do they understand that once data is developed it needs to be maintained? How would they fund statewide GIS?)
- Discuss interview strategy for key leaders and test strategic questions
- Develop regional stakeholder forum agenda which includes scripting out the forum introduction, background, purpose and anticipated outcome, introduction of guests, questions to be asked by the meeting facilitator
- Schedule Bi-Weekly Conference Call
- Revise any Scope Items based on Schedule or Schedule Conflicts
- 4. Draft the written invitations for regional stakeholder forums for review by the Executive Team. Attend stakeholder regional forums and provide assistance with facility logistics including: room setup, breakdown and clean up when necessary.
- 5. Provide meeting facilitation service for stake holder regional forums planned at the following:
  - Little Rock CA Vines 4-H Center, Ferndale
  - Monticello University of Arkansas, Monticello, School of Forest Resources
  - Hope University of Arkansas, Hope Student Center
  - Jonesboro Allen Park Community Center
  - Eureka Springs Best Western Inn of the Ozarks Conference Center (Arkansas GIS Users Forum Conference October 27<sup>th</sup> 30<sup>th</sup>)

NOTE: Meetings are tentatively planned for mid-August, with the exception of the Eureka Springs meeting. These locations will also be used by the consultant to prepare their estimate of travel and reimbursable expenses according to state guidelines during the negotiation phase.

- 6. Document, organize and summarize the results of each regional forum into a brief report that shall be sent to the Executive Team and GIS Board members.
- 7. Advise on the selection of key leaders to be interviewed.
- 8. Develop strategic questions regarding sustainable funding options for leaders and consult with the Executive Team for approval of questions.
- 9. Develop advanced briefing material to be sent to leaders prior to interview to include the following:
  - A Brief History of GIS in Arkansas
  - A concise description of how GIS is actively used in Arkansas
  - Important material item to include ROI on Top 10 Data Downloads and Web Services based on GeoStor use 2008 Statistics <a href="http://www.geostor.arkansas.gov/Portal/htm/output/GeoStor">http://www.geostor.arkansas.gov/Portal/htm/output/GeoStor</a> Download requests and all\_imagefeature\_service\_reports/2008/stats.htm
    - (Applicable statistics will be provided to the selected contractor.)
  - Why should the state of Arkansas and its residents invest in GIS?
- 10. Conduct one-on-one interview with approximately 16 key leaders. Some of these interviews may be completed by phone, and some may require on-site visits.
- 11. Draft written Business Plan.
- 12. Deliver first DRAFT plan for review by State GIS Board, Board Advisory Panel and AGIO to GIS Board meeting October 28<sup>th</sup> at Arkansas GIS Users Forum Conference.

- 13. Provide Final Executive Summary Briefing on-site to key individuals.
- 14. Provide Executive Summary Presentation to Joint Committee on Advanced Communications and Information Technology Committee Hearing in Little Rock which is anticipated in November, 2009.
- 15. Attend Bi-Weekly Teleconference Calls for Project Reporting to Executive Team.
- 16. Complete final Business Plan for submission to Federal Geographic Data Committee.

#### III. PROPOSED SCHEDULE OF EVENTS

A. The following schedule of events is provided for preliminary planning and to convey the understanding of the time critical events and proposed milestones for the development of this project only. This schedule of events is subject to change without notice and it is the responsibility of the consultant to contact the Facilitator for changes to this timeline and to check the DIS website (<a href="http://www.dis.arkansas.gov/">http://www.dis.arkansas.gov/</a>) "Announcements" section for changes to this timeline. This schedule will be reviewed and revised for each step of the process up to and including the negotiation of the contract, legislative approval, purchase order issued, and the study period.

AGIO acknowledges the timeframe from the release of the RFQ to engagement is aggressive. However, due to legislative requirements strict adherence to this schedule is mandatory. Firms who do not feel they can meet this aggressive schedule should not submit.

Approximate Date	Procurement Event or Project Activity	
5/11/09 – 5/25/09	AGIO advertises the RFQ	
5/18/09 by 4:00 PM CDT	Deadline for submittal of written questions or clarifications	
5/19/09 by 4:00 PM CDT	AGIO will provide written answers to all questions and requests for clarifications	
5/25/09 by 4:00 PM CDT	Deadline for submittal of qualifications to Facilitator	
5/26/09 - 5/28/09	Preliminary Selection Screening Committee will review and evaluate all responses	
5/28/09	AGIO notifies all responding applicants of the preliminary selection results, naming the three finalists selected for interview	
5/28/09	Set up web meeting/interviews with the top three firms/teams	
6/3/09	Top Three Finalists Web meeting oral presentations and interviews	
6/3/09	Finalist selected	

6/4/09	AGIO notifies three finalists of top ranked firm selected for initial negotiation. Second and third ranked vendors should be prepared for negotiations should negotiations with top ranked vendor be unsuccessful.
6/4/09 — 6/9/09	Complete the contract negotiation and required documentation with the top ranked firm or other finalists.
6/10/09	Deadline for submitting contract to OSP for review
7/1/09	Contract reviewed by Legislative Council Review Committee (Pending confirmation of date)
7/17/09	Contract reviewed by Arkansas Legislative Council (Pending confirmation of date)
7/21/09	Contract approved by DF&A (Pending confirmation of date)
7/21/09	Contract signed and purchase order issued (Pending confirmation of date)
7/23/09	Begin Project (Pending confirmation of dates)
2/05/09	Final report delivered to AGIO (Pending confirmation of dates)

#### IV. WRITTEN QUALIFICATIONS SUBMISSION GUIDELINES

#### A. Submittal Information

1. Provide four (4) hardcopies and two (2) electronic copies in Portable Document Format (PDF) of the Statement of Qualifications addressed to the Selection Screening Committee Facilitator:

Mike Hill, Selection Screening Committee Facilitator Arkansas Department of Information Systems (DIS) P.O. Box 3155, Little Rock, Arkansas 72203

OR if using carrier other than United States Postal Service for street address delivery,

#### One Capitol Mall, Room 3B201, Little Rock, AR 72201

- 2. Submittals must be received at the above address on or before 4:00 PM CDT, Monday, May 25, 2009. Failure to meet this requirement will result in automatic disqualification or non acceptance for consideration under this RFQ.
- 3. Envelopes should state "Statement of Qualifications for Arkansas Geographic Information Office Consultant Services, RFQ 470-DIS-AGIO and your firm's name.
- 4. Firms are responsible for delivery of their RFQ documents to the addresses shown above prior to the scheduled time. When appropriate, firms should consult with delivery providers to determine whether the RFQ documents will be delivered to the street address prior to the

scheduled time for submittal deadline. Delivery providers, USPS, UPS, FedEx, DHL, deliver mail to our street address, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

- 5. In accordance with the polices of AGIO and the State of Arkansas concerning recycling of paper products, the Statement of Qualifications should be printed on recycled paper or on paper suitable for recycling. Do not include plastic laminated sheets or covers.
- 6. The submittal should be bound in a plastic comb binder, tape binder, three-ring binder, or other similar method suitable for ease of removal for recycling.
- 7. The Statement of Qualifications should contain the information listed under contents below. Please note the submittal page limitations (maximum) as applicable. Unused pages in one section of the response may not be substituted for addition pages in another section. Failure to adhere to the maximum page limitations will result in disqualification of the submittal. No other loose material such as marketing brochures, white papers, etc. should be submitted. Doing so will be cause for disqualification.
- 8. A page shall consist of one typewritten, graphic or photo representation on standard 8½" by 11" stationary. Double sided print on standard 8½" by 11" paper will count as two pages. Maps, graphics, or photos on one side of 11" x 17" paper will count as two pages. Other paper sizes or blank filler pages are discouraged. It is not necessary to prepare your response to this solicitation using elaborate brochures and artwork, expensive paper, and bindings or other expensive visual presentation aids.
- 9. Submittal documents should be tabbed and indexed to correspond to the numbering and labeling shown under contents below.
- 10. No information concerning the Statement of Qualification, evaluation scores, nor the identity of the evaluators will be released by AGIO until all ratings have been summarized and approved by the appropriate procurement official or the AGIO. Additional information will be subject to State of Arkansas FOI laws.

#### **B.** Contents

The respondent should use the headings beginning for each section.

1. Transmittal Letter (Limit one page) Mandatory Requirement 0 Points

This is to serve only as the document covering transmittal of the Statement of Qualifications. The letter should provide: the name, title, taxpayer identification number, address, telephone number, and email address of the official contact and an alternate. These individuals should be available to be contacted by telephone or email or attend meetings to provide clarification on the Statement of Qualifications as may be appropriate. A brief summary of the firm's/consultant's qualifications may be provided with the body of the letter. The letter should be signed by a principal or corporate officer of the consulting firm who is able to bind the firm.

2. Primary Consultant Resume (Limit 3 pages) 10 Points

This is an advanced technical project supporting the State of Arkansas' development of a business plan that will lead to sustainable funding for the development of framework GIS data. This project is funded by the Federal Geographic Data Committee Cooperative Agreements Program Category 3 - Fifty States Initiative. The resume should highlight work and experience on projects similar to the scope of this initiative.

#### 3. Experience (Limit 10 pages) 30 Points

### Experience cited in this section of the response should address the characteristics outlined below:

The project involves directing and coordinating the research, development and drafting of a business plan based upon the Federal Geographic Data Committee 50 States Initiative Business Plan Template.

The successful candidate or firm will be responsible for advising, directing, and coordinating regional stakeholder forums, and one on one interview of state and local elected officials, Directors and senior executives. The candidate or firm must demonstrate expertise on GIS technology matters and funding best practices.

The candidate or firm will be required to act as a representative on behalf of the state in regional stakeholder meetings, one on one interview, legislative committee hearings and executive presentations.

Other duties will include researching and advising the feasibility of funding coalitions, GIS development opportunities, state or local taxes, fees, bond financing through the Arkansas Development Finance Authority or any other fund source allowable by law.

The successful candidate or firm may supervise other assigned professional and or technical staff engaged in tasks relating to this project and must demonstrate management and administrative skills. However, Project oversight and strategic direction will be received from the Executive leadership team composed of the Chair of the State GIS Board, Chair of the Arkansas GIS Users Forum, State Geographic Information Officer and State GIS Program Manager.

The candidate or firm shall be expected to exercise considerable initiative and independent judgment in directing or assisting in the direction of the state's strategy on sustainable funding of GIS activities.

#### 4. Key Personnel (10 pages maximum) 10 Points

Provide a description of the key personnel to be used if a team approach will be used. Provide a brief description of the qualifications including education and licenses. You may include an organizational chart. The descriptions should detail the role each individual will play along with brief examples of similar projects where this individual served in the same or a similar capacity. Descriptions should also indicate how long the person has been with the current firm and where the individual has worked (if other than the current firm) in the last five (5) years and in what capacity.

Discuss the special qualifications/certifications held by the key personnel on your team and how these certifications for special qualifications will provide additional value or expertise to the project.

#### 5. Management Plan (5 pages maximum) 10 Points

Describe your firm's management approach for projects of this size and nature. The description should demonstrate an ability to acquire and disseminate the types of information required in a project of this nature in an expedient and efficient manner to all members of the team and the owner. Provide a description of the format(s) that will be used to gather, document, distribute, and follow up on project requirements and milestones. Provide a description of the quality control

methods used by your firm to document and track the project requirements that ensure project requirements are met and approved by the Executive Team.

6. Existing Workload and Staffing (1 page maximum) 10 Points

The consultant should discuss the current office workload and explain how the proposed staffing pattern will meet the anticipated needs of this project. The candidate will receive a maximum of 10 points for showing the candidate or firm workload will not impair the project schedule.

7. Requisite Knowledge, Skills and Abilities (Limit 5 Pages) 30 Points

Knowledge of geographic information applications, trends in GIS, analysis and the relationships between different types of spatial data (2 points)

Knowledge of government functions, automated information systems and their relationships (2 points)

Knowledge of the societal benefits, savings and improved decision making resulting from GIS usage (2 points)

Ability to research, identifies, organize, and prioritize strategic funding options for framework GIS data (2 points)

Knowledge of the principles and practices of administration (2 points)

Knowledge of the principles of project management (2 points)

Working knowledge of the strategic planning process used for the FGDC CAP grants which can be found at: <a href="http://www.fgdc.gov/policyandplanning/50states/50states">http://www.fgdc.gov/policyandplanning/50states/50states</a> (2 points)

Knowledge of the principles of cost benefit analysis (2 points)

Working knowledge of the information strategic planning process (2 points)

Ability to talk effectively about GIS with people that are unfamiliar with this tool, data behind it, and the technology required for it at a layman's level (2 points)

Ability to utilize project management tools (2 points)

Ability to direct, train and evaluate the work of assigned staff (2 points)

Ability to organize work and solve problems (2 points)

Ability to establish and maintain effective working relationships (2 points)

Ability to facilitate meetings with groups of people with highly divergent interests (2 points)

8. Previous FGDC Contracts (1 page maximum) 10 Points

List the specific FGDC Fifty State Initiative contracts previously completed by your firm. Cite the State, the principal contact in the state, your role and the outcome.

#### 9. Communications (5 pages maximum) 30 Points

The candidate or firm must demonstrate the ability to communicate effectively by oral, written and audiovisual means.

The project requires strong oral, written and audiovisual communication skills that will be used to communicate strategic GIS program direction on the executive level.

These communications will include oral interviews of strategic leaders, oral and audiovisual presentations to strategic leaders, and written communications about program funding initiatives, program information about statewide GIS activities, funding best practices in other states and recommended funding strategies and policies.

Contacts will include staff within the Arkansas Geographic Information Office, members of the State GIS Board, State Agency Directors, State Legislators, the Governor's Policy Advisor, and GIS directors within state agencies. Other public contacts will likely include senior elected officials in county and city government, private Chief Executive Officers, private non-profit Presidents and Directors.

Finally, contact may also include meetings with the Governor or Governor's Chief of Staff.

List examples of major presentations, keynotes or lectures, include audience size, the venue, date, and any significant policy change or funding outcome as a result of your power of persuasion. (10 points of 30)

Provide citations for articles, whitepapers, reports, or books that you played a principal role in authoring. Highlight any significant policy change or funding outcome as a result of your written power of persuasion. (10 points of 30)

Provide an electronic copy of two Power Point presentations illustrating the ability to prepare, organize, design and visually communicate facts, concepts, and ideas associated with GIS funding. The files should accompany the submittal. The file shall be titled as follows: Firm\_Name\_1, Firm\_Name\_2 where Firm\_Name equals the name of the firm. File format shall be in Adobe PDF format. (10 points of 30) (Limit 10 pages each.)

10. Equal Employment Opportunity Policy (EEO) (No page limit) Mandatory Requirement 0 Points

The firm should submit a copy of their EEO policy or statement which is currently on file with the Arkansas Department of Finance and Administration – Office of State Procurement (OSP). Omission of this requirement will be grounds for rejection of the submittal of qualifications. EO Policies, found at the following email address: <a href="mailto:eeopolicy.osp@dfa.state.ar.us">eeopolicy.osp@dfa.state.ar.us</a> should be submitted as a hard copy accompanying the Statement of Qualifications response.

11. Employment of Illegal Immigrants (No page limit) Mandatory Requirement 0 Points

Pursuant to Act 157 of 2007, all consultants must certify prior to award of contract that they do not employ or contract with any illegal immigrants in its contract with the state. Omission of this requirement will be grounds for rejection of the submittal of qualifications. Consultants shall

certify online at: <a href="https://www.ark.org/dfa/immigrant/index.php/disclosure/submit">https://www.ark.org/dfa/immigrant/index.php/disclosure/submit</a> and submit a screen shot of the online form with the Statement of Qualifications response.

12. Disclosure (No page limit) Mandatory Requirement 0 Points
The firm must complete and submit the Contract and Grant Disclosure and Certification Form as required by Governor's Executive Order 98-04. Omission of this requirement will be grounds for rejection of the submittal of qualifications. The form is located at:
http://www.arkansas.gov/dfa/procurement/documents/contgrantform 082007.pdf

13. Taxpayer Identification Number (No page limit) Mandatory Requirement 0 Points

The firm must complete and submit the Form W-9 Department of the Treasury Request for Taxpayer Identification Number and Certification Form. Omission of this requirement will be grounds for rejection of the submittal of qualifications. The form is located at: <a href="https://www.ark.org/consultant/forms/fw9.pdf">https://www.ark.org/consultant/forms/fw9.pdf</a>

#### A. EVALUATION OF RESPONSES AND SELECTION CRITERIA

#### A. General

The following provides a general overview of the evaluation process and describes the scoring criteria to be used in this evaluation process. The statements of qualifications will first be screened to determine that the submittal meets the guidelines and requirements of this RFQ. Submittals which do not fully comply with these requirements will be disqualified from consideration by the committee.

All compliant submittals will be distributed to the committee members for evaluation. After each committee member has completed his or her evaluation and scoring, the committee will convene to discuss each submittal and total the scoring from all members.

The evaluation team will be comprised of three (3) or more representatives from the State GIS Board or its Advisory Panel. Voting members will have subject matter expertise in the areas of GIS framework data, contracting, or the management of the GIS.

#### B. Evaluation Criteria and Scoring

**Primary Consultant Resume** should highlight work and experience on projects similar to the scope of this initiative. A maximum of 10 points will be assigned to this category.

**Overall Experience** will be evaluated on its relevance to this specific project's requirements. A maximum of 30 points will be assigned to this category. Experience on geospatial coordination, funding, management and oversight are important.

**Key Personnel** will be evaluated on overall depth and breadth in relation to the project requirements. Experience on projects of the same or similar nature as this project will be the primary consideration. A maximum of 10 points will be assigned to this category.

**Management Plan** will be scored based upon technical proficiency in the development and implementation of an effective management plan. A maximum of 10 points will be assigned to this category. Firms using those methodologies that match or mirror the

requirements should be scored higher than firms using methods that are not compatible with AGIO systems. The individual's/firm's/team's quality control procedures, organization and use of key personnel throughout the entire project will be evaluated for skill, proficiency, continuity, and project management.

Existing Workload, Staffing, and Scheduling will be evaluated on demonstrated ability to meet the project schedule outlined in Section III of this RFQ. A maximum of 10 points will be assigned to this category. Current workload will be evaluated to determine that the team has adequate personnel and resources available at key critical times to maintain the production schedule for this project. In addition, the respondent's discussion of major obstacles and possible solutions will be a primary consideration. Staffing patterns, staff utilization, and staff productivity for the firm will be evaluated to determine if an adequate number of key and support personnel are assigned or available to execute the project in a timely manner. The organizational structure of the team will be evaluated to ensure that the appropriate mix of talent and expertise is available for each phase of the project. The firm's use of, and approach to contingency planning will be considered.

**Requisite knowledge, skill and ability** will be evaluated on its relevance to this project's requirements. A maximum of 30 points will be assigned to this category.

**Previous experience** working on a contract for another state using the strategic planning process used for the FGDC CAP grants. A maximum of 10 points will be assigned to this category.

**Communication qualifications** will evaluated based on the respondents ability to communicate by oral, written and audiovisual means. A maximum of 30 points will be assigned to this category.

#### **Summary of Statement of Qualifications Scoring**

Preliminary Selection Screening				
Category	Maximum Points			
Primary Consultant Resume	10			
Experience	30			
Key Personnel	10			
Management Plan	10			
Existing Workload, Staffing, and Scheduling	10			
Requisite Knowledge, Skill and Ability (2 Points Per Item)	30			
Previous FGDC Fifty State Initiative Contracts	10			
Communication  Written 10 Points Oral 10 Points Audiovisual 10 Points	30			
Total	140			

#### C. Notification of Results

Within three (3) working days after the committee has completed this portion of the evaluation, AGIO shall notify all responding applicants by mail of the selection results, naming the finalists selected for interview.

#### **B. SELECTION OF CONSULTANTS FOR INTERVIEWS**

- A. A maximum of three (3) respondents will be identified as the most responsively qualified and will be selected for the oral presentation and interview phase. The total scores from all evaluators will be averaged to arrive at a ranking for each submittal. The firms having the highest average scores will be selected for interviews. In the event of tie scores for any position of ranking, the ties will be broken by coin toss elimination. The firm winning the coin toss will be placed in the ranking above the loser of the toss. The coin toss will be conducted by the evaluation committee chair and witnessed by the facilitator.
- B. The order of the scheduled times for interviews will be determined by random drawing. The names of the firms selected for interview will be placed in a container and the names will be drawn one at a time from the container by the evaluation committee facilitator. The order of the schedule will be as follows: the first name drawn will have the first time slot; the second name drawn will have the second slot; and so forth until all names are drawn. All interviews will be scheduled to take place via web meeting and teleconference on June 3, 2009 and will be up to one hour in duration. Vendors will be required to present up to a twenty (20) minute Power Point Presentation, followed by up to twenty (20) minutes for questions and answers. The final ten (10) minutes will be a closing to persuade the committee why the state should choose your firm. This presentation should NOT re-present the same information submitted in their proposal. It should complement, supplement, enhance, and further demonstrate the vendor's capabilities in support of the scoring criteria for the oral presentations and interview. The vendor is encouraged to showcase Specific Projects.
- C. Should AGIO receive only one qualified response to this solicitation, then AGIO may waive the interview phase and proceed directly to the negotiation of a contract with the single qualified respondent or AGIO may re-evaluate the services requested and re-advertise the solicitation. If AGIO elects to request the waiver, the committee must complete the evaluation of the one response and average the scores to ensure the respondent meets the minimum qualifications and expectations. A copy of the scoring and submittal will be forwarded to OSP with the waiver request.

#### C. ORAL PRESENTATIONS AND INTERVIEWS

#### A. General

1. Each respondent selected will be notified in writing (email) of their selection and scheduled for presentations and interviews. Respondents will be given 4 working days to

prepare for this web meeting. Respondents should be prepared to answer questions concerning the qualifications and capabilities of their proposed team and the presentation should be well prepared and concise. The respondent will be given twenty (20) minutes to discuss their unique qualifications, team structure, and to present examples of their previous works. Twenty (20) minutes will be allocated for the committee to ask questions relevant to the proposed team and the project. After the question and answer period, ten (10) minutes will be allocated for the consultant to make a persuasive closing statement regarding why he/she believes his/her firm/team is the best qualified for this project.

2. Presentations and Interviews will be conducted via web meeting and teleconference and the conference information will be sent in the vendor's notification letter. The respondent will use PowerPoint for the presentation. The consultant shall provide presentation materials via email to the RFQ Evaluation Team Facilitator, <a href="mike.a.hill@arkansas.gov">mike.a.hill@arkansas.gov</a> by June 2, 4:00 p.m. Electronic copies should be in PDF or PowerPoint format.

#### B. Contents of the Oral Presentation

#### **Communications**

This will be the primary opportunity for the lead consultant to demonstrate oral and audiovisual skill necessary to effectively carryout this project. The candidate will receive a maximum of 30 points for this skill.

#### **Key Personnel**

The consultant should present an overview of the proposed team structure. If changes to the proposed team are necessary since the submittal of the written Statement of Qualifications, disclose the nature of the changes and present the qualifications of the new members at this time. This will also be the opportunity to expand or elaborate on the special qualifications of any of the personnel assigned to this project. Team leaders for each major discipline should be available to discuss their roles and responsibilities in the development of this project as well as the unique or special talents they bring to the team. The candidate will receive a maximum of 10 points for personnel exhibiting the requisite qualifications.

#### **Experience**

The consultant should present an overview of previous project experiences that illustrates the capabilities and expertise of the proposed team's ability to deliver a business plan focused on the scope of this project. The range and types of challenges the firm has encountered on previous projects that might occur on this project should be discussed as well as how the firm overcame the challenges. The candidate will receive a maximum of 30 points for personnel exhibiting the requisite experience.

Examples of projects containing similarities that might be applied to this project should be presented and discussed.

Visual presentations of projects representing the firm's style and creativity may be presented. To the maximum extent possible, these examples should reflect projects of similar size, function, and complexity.

The consultant may discuss or present examples of projects for which his/her team has received regional or national recognition or awards.

The consultant should discuss the proposed project timeline and identify critical events that my adversely impact AGIO objectives. Examples of previous experiences meeting similar timelines and objectives should be noted.

The consultant should discuss the cost estimating capabilities of the team and describe previous projects that illustrate the firm's ability to deliver projects on time and in budget.

#### **Management Plan**

The consultant should identify the primary and secondary points of contacts to be used by AGIO. These individuals should make this portion of the presentation. The consultant should describe the proposed organization of team members and support staff as required to meet the challenges and delivery time of this project. Emphasis should be placed on the roles and responsibilities of each member of the team. The consultant should describe contingency plans to address the loss of key personnel. The candidate will receive a maximum of 10 points for a management plan that mitigate risk of a completed project.

#### Existing Workload, Staffing, and Scheduling

The consultant should discuss the current office workload and explain how the proposed staffing pattern will meet the anticipated needs of this project. The candidate will receive a maximum of 10 points for showing the candidate or firm workload will not impair the project schedule.

#### **Previous Fifty States Initiative Work**

The consultant should speak directly to specific FGDC Fifty State Initiative contracts previously completed by your firm and address your role and the outcome. The candidate will receive a maximum of 10 points for demonstrating work on the Fifty States Initiative in other states. Summary of Oral Presentation Scoring

Oral Selection Screening				
	Category	Maximum Points		
	Communication  Written 10 Points Oral 10 Points Audiovisual 10 Points	30		
	Key Personnel	10		
	Experience	30		
	Management Plan	10		
	Existing Workload, Staffing, and Scheduling	10		
	Previous FGDC Fifty State Initiative Contracts	10		
	Total	100		

#### D. SELECTION OF CONSULTANT FOR NEGOTIATIONS

- A. The interview scores from each evaluator will be averaged to arrive at a ranking for each respondent. These average scores will be numerically added to the average score for the same respondent's statement of qualification evaluations. The scores will be ranked from highest to lowest (i.e. highest score receives the number one (1) rank position and second highest the number two (2) position, etc.). In the event of a tie score(s), the tie(s) will be broken by coin toss elimination. The coin toss will be conducted by the evaluation committee chair and witnessed by the facilitator. The consultant winning the coin toss will be placed in the ranking above the loser of the toss. The respondent having the highest total score (ranking) will be selected for negotiations.
- B. All respondents interviewed will be notified in writing of the rankings and the name of the consultant initially selected for negotiation.
- C. The consultant selected for negotiation will immediately submit a proposed scope of basic services to be provided for this project along with a copy of all proposed attachments to the contract. Include a schedule of the proposed fees and anticipated reimbursable expenses. The vendor MUST follow State of Arkansas guidelines for expenses (http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA\_BASIC&contentId=17943) If services above and beyond the customary basic services are anticipated, submit a description of the proposed services and the proposed fees. Documentation of the proposed services, schedule, fees, etc. must be submitted as printed copy and electronic copy on a CD or USB flash drive, labeled with the firm's name. Electronic copies should be in PDF format.
- D. AGIO will schedule a meeting as soon as possible with the selected consultant to discuss the details and requirements of the full scope of services and project budget. All contracts shall be on the forms approved by the Office of State Procurement in the Arkansas Department of Finance and Administration. Attachments to this form are permissible and necessary to fully define the terms and conditions of the proposed contract. All attachments shall be edited as required to be in compliance with Arkansas State Laws, Office of State Procurement Rules and Regulations and guidelines governing professional service contracts and policies.
- E. In the event that AGIO cannot successfully negotiate a contract with the first consultant selected, AGIO may terminate the negotiation process and undertake negotiations with the second highest ranked consultant. If the second negotiation is unsuccessful, AGIO will terminate negotiation and move to the third ranked. If AGIO is unable to successfully negotiate a contract with any of the consultants interviewed, the selection process shall be terminated. AGIO shall re-evaluate the scope of services required or the need to continue with this project and cancel the project or begin the RFQ selection process over. Under no circumstances will AGIO undertake negotiations with any of the respondents not selected for the oral presentation and interview phase of this solicitation.
- F. AGIO and the State of Arkansas shall not be financially obligated for any consultant's expenses associated with the negotiation process whether successful or not.

#### ATTACHMENT A

- (a) Applicant's Organization Arkansas Geographic Information Office (AGIO)
- (b) Collaborating organizations: Arkansas State Land Information Board provides policy and oversight for the state's GIS coordination. The AGIO acts as the functional arm of the Board and carries out the daily operational activities of the Board including the operation of the state's GIS data clearinghouse. The Arkansas GIS Users Forum is a volunteer organization with a mission to support GIS coordination, education and data sharing.
- (c) Organization Internet address http://www.gis.arkansas.gov
- (d) National Digital Geospatial Clearinghouse node: http://www.geostor.arkansas.gov
- (e) Principal Investigator-name, telephone, email Shelby D Johnson, 501-682-2767, <a href="mailto:shelby.johnson@arkansas.gov">shelby.johnson@arkansas.gov</a>
- (f) Other key contact personnel-name, telephone, email Learon Dalby, 501-682-2929, <a href="learon.dalby@arkansas.gov">learon.dalby@arkansas.gov</a>
- (g) Geographic scope State of Arkansas
- (h) Previous CAP cooperative agreement participation: Successfully completed CAP agreement number 04HQAG0183 in 2004 to establish a coordination and education mechanism for the state's County Assessor Mapping Program.
- (i) Description of the project

The purpose of this project is to develop a strategic business plan for the development and maintenance of statewide framework GIS data in Arkansas. The project will involve stakeholder input from all corners of the state. The final deliverable will be a written business plan to assist the Arkansas State Land Information Board and the Arkansas Geographic Information Office in meeting its legislative mandate to develop a coordinated GIS for the State.

#### **Project Scope**

The existing geospatial coordination status in Arkansas is fairly strong. Measured against the National States Geographic Information Council Model State criteria, Arkansas meets nine out of nine. The state was honored to be selected by a working group of the Wisconsin Geographic Information Coordination Council for a 2006 FGDC Cap Grant where Arkansas' geospatial governance model was featured along with seven other states as potential national models for other states. The Arkansas profile of that report is located at <a href="http://www.sco.wisc.edu/wigicc/profiles/AR%20Profile.pdf">http://www.sco.wisc.edu/wigicc/profiles/AR%20Profile.pdf</a>. The profile provides a thorough overview of the state's coordination infrastructure and for this section of the proposal only the highlights are listed.

The state is lead by the Arkansas Land Information Board. The Board was established by law in 1997 and has functioned as the state GIS coordination, policy and oversight leader since that time. The Board meetings are held quarterly. The Board is guided by state legislation that requires coordination. The Board consists of twelve members appointed by the Governor representing city, county, state, private and academic sectors. Under Arkansas' budget structure the Board is not funded and members receive no compensation by law. The Board also has an Advisory Panel with members representing a variety of stakeholders.

In 2002 the state created the Arkansas Geographic Information Office. This office acts as the functional arm of the Board carrying out many of the duties and responsibilities of the Board

that include implementing tactical and strategic coordination programs as well as operating and maintaining the state's GIS data clearinghouse. The office is funded as a line item in state General Revenue under the Arkansas Department of Information Systems. Throughout the history of this office and the clearinghouse all developments have been conducted with an eye toward the overarching goals of the National Spatial Data Infrastructure. In fact, this is specifically spelled out in Arkansas Code 15-21-504 Duties, Responsibility and Authority - (i) The Arkansas Geographic Information Office will serve as a statewide source of mapping and land information technology information and will coordinate with the United States Geological Survey and the Federal Geographic Data Committee on metadata requirements of the National Spatial Data Infrastructure.

The State signed a NSDI MOU with the USGS in 2005 and works closely with the USGS State Liaison on a number of coordination activities. These have included ortho-imagery updates, updates to the National Elevation Datasets, updates to the Geographic Names Information System, and together we are currently working on a transportation stewardship program to assess the feasibility of the AGIO to act as a central point of coordination for updating road centerline transportation data.

The state is blessed with a strong GIS user group known as the Arkansas GIS Users Forum. The Forum meets annually in various locations in the state for day long educational programs consisting of project showcases, vendor presentations and networking. The Forum hosts a bi-annual conference in odd numbered years with attendance averaging around 200 participants. The Forum was the first to organize coordinated GIS efforts in the early nineties and much of that early work resulted in the state's formal coordination structure. Today, the Forum continues to serve as a sounding board for the State's coordination activities. The Forum's ongoing activities include GIS education, networking and the bi-annual conference.

The AGIO is funded for clearinghouse and coordination functions only. A sustainable source of funding does not exist to seed further framework data development. Past framework development has been based on one time capital improvement funding or opportunistic cooperative funding. The problem is when no sustainable source exists there are fewer opportunities. The AGIO from a tactical perspective has been opportunistic about pursuing framework development projects that were cost effective, low hanging fruit. But, after six years of persistent efforts to develop as much framework data as possible there is no more low hanging fruit. The hard work ahead needs some source of sustainable funding to develop and maintain data. The AGIO is involved in day to day operational program activities that have grown. These include statewide cadastral, road centerline and clearinghouse coordination. This has not allowed adequate time to step back from a strategic standpoint and develop a long range strategic business plan. What is needed is a strategic business plan that will guide the state toward a sustainable funding mechanism for framework data development and maintenance.

The volunteer Board reacts to policy, programs and initiatives brought forward by the AGIO. Its members receive no compensation and therefore are not able to commit the time necessary to convene meetings, gather and assemble statewide feedback and assemble a thorough plan. The GIS Users Forum as a volunteer organization is committed to a coordinated state strategy. In its charter the Forum's purpose is to advance a common goal by the various

agencies and institutions of state, federal, county, and local governments to acquire, apply, and share Geographical Information Systems (GIS), Global Positioning Systems (GPS) and Remote Sensing automation technologies to the productive and economic benefit of the State of Arkansas. However, as volunteers it also lacks the ability to single handedly develop a statewide strategy.

Funding from this grant will allow the state to contract with a qualified consultant to develop a strategic business plan with input from stakeholders to identify and seek sustainable framework development funding. Using an outside consultant will solve the problem of the AGIO not having adequate staff to step back from operational activities to focus on business plan development and overcome the time constraints of the volunteer board and volunteer user organization.

#### **Proposed and Business Plan Development**

This project would utilize a consultant to assist the state in hosting and facilitating five regional workshops across Arkansas. The purpose of the workshops would be to gather feedback from stakeholders on their needs and most importantly their ideas. Due to the AGIO's operational activities and on-going programs the staff has not been able to devote the necessary time to host regional meetings for strategic planning. The grant would meet this need. Following the regional meetings the consultant would use the information gathered to develop a strategic business plan for seeking sustainable framework funding. If awarded the grant would undergo a review by the State's Chief Technology Officer (CTO). The result would also be reviewed by the CTO to ensure the plan ties with the state's information technology strategies. Following the CTO review, the final plan would be presented to the Arkansas Legislature's Joint Committee on Advanced Communications and Information Technology. This committee meets in between the legislative sessions and the timing of the presentation would be prior to the agency budget hearings held each fall. The objective for this timing would provide an opportunity for the legislature to hear information and make decisions needed to form legislation surrounding whatever funding mechanism might ultimately be identified.

Through ongoing coordination activities in the counties AGIO is aware that one obstacle to framework development and maintenance is seed funding at the local level. The state has a proven track record with contributing its data resources to the NSDI. In the past we have collaborated with several federal agencies to deliver cadastral, elevation, orthoimagery and transportation data. If we can identify and create a funding mechanism to provide seed funding for local and state projects the resulting data will be placed in the state's GIS clearinghouse for all to use. This is a standard practice for previous projects and the state law requires it.

The success of this proposal is ensured by the law that established the Board. In the purpose of the law it specifically states; "The board will determine, define, and implement short and long-term strategies that will result in improved decision making, effective asset management, and reduced costs for the citizens of Arkansas." And, under the duties, responsibility and authority section of the law it specifically states, "The board shall coordinate completion and maintenance of shareable statewide framework data, applications of geographic information system technologies, spatial project methodologies, and methods of funding."

#### **Skills and Capabilities**

Shelby Johnson will serve as the principal investigator for this project. He has served as the State Geographic Information Coordinator of Arkansas since 1999. He directs the AGIO which has an annual operating budget just under \$700,000. In this role he is responsible for developing the agency budget, following state procurement laws, and budget administration procedures. He has over 15 years of experience in GIS. He has served several leadership roles in Arkansas and was instrumental in organizing the State Land Information Board. Shelby is responsible for assisting the State Land Information Board in building a coordinated GIS system to meet the needs of the people of Arkansas. Shelby's also been nationally recognized through serving on the National States Geographic Information Council (NSGIC) Board of Directors from 2001 to 2005. Today, Learon Dalby from the office is serving as the NSGIC President. Under Shelby's direction the office successfully completed an FGDC CAP grant in 2004 aimed at establishing a coordination and education mechanism for the State's County Assessor Mapping Program. The result of that work is over 20 counties now have published cadastral data through the state clearinghouse and the program has been institutionalized. A copy of the CAP final report is located at

http://www.fgdc.gov/grants/2004CAP/2004FinalReport/183-04-3-AR-ReportFinal.pdf Prior to that time only five counties had any cadastral GIS data developed.

His office is also experienced with administering grant programs as well such as the Road Centerline Grant program that was developed in 2006. Through this program the office administered over \$650,000 in seed grants to 22 counties to develop and maintained road centerline data. This administration required proposal evaluation, funding recommendation, follow up reporting, and project deliveries. The successful result is that each of those counties has a road centerline dataset created and maintained, and all of the data is published via the state's GIS clearinghouse. Shelby was selected to serve on a research committee of the National Academy of Science developing a national vision for a landownership database of the United States. In 2007 he was honored with a Life Time Achievement Award by the Arkansas GIS Users Forum for his contribution to the GIS community of the state. Shelby has presented in state legislative hearing hearings and to the Governor. He has also served as a keynote speaker for state GIS conferences in South Carolina and South Dakota. The leadership within the office has the experience and qualifications to complete this project.

#### **Commitment to Effort**

The organization outlook for the AGIO is strong. The AGIO begun under Governor Huckabee now enjoys strong support from Governor Beebe. In fact under Governor Beebe a proposal is in place for the 2009 legislative session to make the AGIO a standalone state agency. Prior to this time the office has existed as a division of a larger agency. If this legislation is passed it establishes the office as a new state agency with an operating budget exceeding \$700,000 that will be set through 2011. This will include the staff of five full time employees. The State Geographic Information Coordinator title will be changed to State Geographic Information Officer and the position will report directly to the Governor. The relationship to the State CTO will be preserved by adding the CTO as a voting member to the State Land Information Board. If the legislation fails to pass the office would remain as a division of the Department of Information Systems with the same operating budget.

The law establishing the State Land Information Board and the AGIO require the following actions:

"The board shall:

- (1) Undertake a continuing study of the land information needs of federal, state, county, local agencies, and private entities in the state;
- (2) Review current and projected technology, standards, and collection methods and all statutes pertaining thereto;
- (3) Develop strategies and guidelines for spatial data systems and land records modernization; and
- (4) Pursue activities that result in coordinated, cost-effective programs for spatial data development and distribution.
- (c) The board shall coordinate completion and maintenance of shareable statewide framework data, applications of geographic information system technologies, spatial project methodologies, and methods of funding."

By following the law, the program activities will carry on long after the performance period of the grant.

Partners for the grant program will include the State CTO, the Arkansas State Land Information Board, the Arkansas GIS Users Forum and the AGIO. The CTO will provide the grant review prior to legislative appropriation, the Land Information Board will serve as the host to regional stakeholder meetings, and the Users Forum will host one of the meetings at its biannual conference and will also play a coordination role by reaching GIS stakeholders through its email list server. The AGIO will develop and manage the consultant contract and act as a central point of coordination throughout the process.

#### **Organizational and Managerial Capacity**

The AGIO is a division of the Arkansas Department of Information Systems and is established in Arkansas Code 15-21-501 thru 15-21-503. In the law the State Geographic Information Coordinator reports directly to the State CTO. The State Coordinator oversees daily operations of the AGIO. The Office and the Coordinator support the State Land Information Board. The AGIO maintains a NSDI MOU with the USGS signed in 2005. This MOU guides the relationship with our State Liaison.

The project implementation plan for the grant includes registering with the state central clearinghouse for this federal grant. The AGIO will work through the clearinghouse to start the process of filing the required information as a part of state procedures. At the same time the AGIO will develop either a Request for Qualifications or a Request for Proposals to obtain consultant services. The final form will be determined by the agency procurement officials in accordance with state procurement policies. The scope of work in the request will be adapted from the scope utilized by the State of South Carolina in its 2007 CAP grant. In Arkansas, regardless of the fund source, no agency can expend funds without legislative appropriation. No matter the outcome Arkansas will send at least one representative to the National States Geographic Information Council Mid-Year meeting in March of 2009 to participate in the 50 States coordination meetings. If the state is successful in receiving an award the AGIO will notify the state clearinghouse at which point the AGIO will be scheduled for a legislative hearing to receive an appropriation from the legislature. Once the appropriation has been declared the AGIO will work with the Office of State Procurement to release a request for consultant services.

Due to the state process the office cannot release a request for service until an appropriation is declared. It is anticipated this would occur in April, 2009. Once a consultant has been selected a project kick off review will be scheduled to review the scope, outline expectations, answer questions and plan regional meetings. We anticipate holding five regional meetings equally distributed across the state. The following are the tentative meeting locations: Springdale (northwest), Jonesboro (northeast), Monticello (southeast), Hope (southwest) and Little Rock (central). The first meeting would begin in May 2009 and wrap up with the final meeting in July, 2009. Information summary and plan drafting would occur from July thru September with the first draft completed by September 25, 2009. A review and comment period will be open until October 2, 2009 for the State Land Information Board, the AGIO and the CTO to assist in finalizing the plan. The final presentation of the plan will be to the Legislative Joint Committee on Advanced Communications and Information Technology in mid-October prior to agency budget hearings for the next legislative session. The ultimate goal will be to gain additional state funding from the legislature to support framework data development and maintenance for Arkansas' part of the NSDI.

The AGIO has experience in managing grant projects both as an applicant and as an administering agency. This includes budgeting and reporting experience, ensuring dates and milestones are met. The agency will deliver in the investment and if awarded this proposal dovetails perfectly with the agency's mandate to coordinate GIS in Arkansas. A sustainable funding source will benefit counties, state agencies, GIS users and federal agencies alike.

#### United States Department of the Interior



U.S. GEOLOGICAL SURVEY

Arkansas NSDI Partnership Office 401 Hardin Road Little Rock, Arkansas 72211

December 22, 2008

Shelby D. Johnson State Geographic Information Coordinator Arkansas Geographic Information Office 1 Capitol Mall 3B201 Little Rock, AR 72201

RE: Arkansas NSDI Partnership Office Letter of Support for Arkansas Geographic Information Office FGDC Category 3 Proposal

Dear Mr. Johnson,

I am writing to express my support of your Federal Geographic Data Committee (FGDC), Category 3 Cooperative Agreement Program (CAP) grant.

The Arkansas Geographic Information Office (AGIO) has a proven history of the coordination of programs that promote exchange of geospatial information in support of the National Spatial Data Infrastructure (NSDI). In November, 2005, the AGIO and USGS signed an NSDI Memorandum of Understanding (MOU). As the functioning arm of the Arkansas State Land Information Board, AGIO continues to show examplarary strides in coordinating efforts to build and maintain Arkansas's framework data layers.

The successful awarding of this proposal will allow the AGIO to move forward with a structured document outlining their ongoing mission to facilitate the coordination of programs, policies, technologies and resources that enable the coordination, collection, documentation, discovery, distribution, exchange and maintenance of geospatial information in support of the NSDI and the objectives of the Fifty States Initiative Action Plan.

I look forward to the opportunities for NSDI advancement this proposal will offer through award.

Sincerely,

Bill Sneed

USGS Geospatial Liaison for Arkansas

Bill Sneed

## $S_{L_{B}}$

### State Land Information Board



Phyllis Poché, Director Arkansas Census State Data Center University of Arkansas at Little Rock GIS Laboratory 2801 South University Avenue Little Rock, AR 72204 (501) 569-8530 pnpoche@ualr.edu Shelby Johnson, State Geographic Information Coordinator Arkansas Geographic Information Office 124 W Capitol Suite 200 Little Rock, Arkansas 72201 (501) 682-2767 shelby.johnson@mail.state.ar.us

December 22, 2008

Shelby D Johnson, State Geographic Information Coordinator Arkansas Geographic Information Office 1 Capitol Mall 3B201 Little Rock AR 72201

Dear Shelby:

As Chair of the Arkansas State Land Information Board (SLIB) it is my pleasure to submit this letter of support, as expressed by Board members at their December 3, 2008 meeting, of your proposal to the Federal Geographic Data Committee for a Category 3 CAP grant.

The SLIB, created in 1997 by Arkansas Code 15-21-501, supports economic development and an improved quality of life for Arkansas citizens by providing basic spatial data infrastructure, coordinating geographic information activities, and creating short- and long-term strategies that will result in improved decision making, effective asset management, and reduced costs. Its advisory role regarding geospatial technology coordination and implementation within state and local government has provided savings of tax dollars to the state and its citizens. Through the efforts of the SLIB and Arkansas Geographic Information Office (AGIO) Arkansas' geospatial community has made tremendous technological advances in the past ten years. This grant will provide us the opportunity to evaluate our successes and assess our needs to continue advancing Arkansas's geospatial community.

The SLIB will support this effort every way we can. We view this as a great opportunity for Arkansas and look forward to working with you as we continue to serve the citizens of our state.

Sincerely,

Phyllis Poché, Chair

Arkansas State Land Information Board



# Arkansas GIS Users Forum c/o Alan D. Price Arkansas Department of Environmental Quality 5301 Northshore Drive North Little Rock, AR 72118

December 17, 2008

Shelby D Johnson, State Geographic Information Coordinator Arkansas Geographic Information Office 1 Capitol Mall 3B201 Little Rock AR 72201

RE: Letter of Support for Arkansas Geographic Information FGDC Category 3 Proposal

Dear Shelby,

As Chair of Arkansas GIS Users Forum (Forum), I am pleased to offer the Forum's support for your proposal to the Federal Geographic Data Committee, Category 3 CAP grant.

The Forum was established in 1990 out of a meeting of Federal, state, and municipal GIS stakeholders. Their goal was to establish a base of support to discuss and resolve issues that are common to the GIS community. The Forum emerged out of those discussions. A volunteer organization, the Forum supports the GIS community by participating with the Arkansas Geographic Information Office and the State Land Information Board to standardize data collection, provide an avenue for problem solving, and encourage discussion among Forum members. We have a list serve that serves several hundred members. We host a biennial symposium that attracts 200 or more GIS Users from Arkansas and surrounding states. Developing a business plan for GIS in the State of Arkansas can only serve to improve the progress that the Arkansas Geographic Information Office has made over the past several years.

We would be glad to provide any assistance that we can in support of your grant. The Forum will certainly be glad to host a regional meeting at our symposium in 2009. We would also be willing to continue this service at our quarterly meetings, also.

Sincerely,

Alan D. Price

Chair, Arkansas GIS Users Forum

#### **STANDARD TERMS & CONDITIONS**

- 1. GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. ACCEPTANCE AND REJECTION: The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
- 3. BID SUBMISSION: Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
- 4. PRICES: Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
- 5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
- 6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

- 7. GUARANTY: All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
- 9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
- 10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
- 13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

- 15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

- 24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.